



OPTIMA WORLDWIDE LIMITED – OPTIMA AUTOMOTIVE AGREEMENT DETAILS SEARCH ENGINE OPTIMIZATION (SEO)

Remuneration

CLIENT shall pay OPTIMA fees as determined and agreed to on the *Optima Automotive Services Agreement*. If CLIENT is a monthly CLIENT they agree to pay their monthly fees via a credit/debit card subscription. OPTIMA shall send a PayPal link to CLIENT to set up these reoccurring payments. For quarterly, bi-annual, annual and one-time clients may pay either by credit/debit card or by check.

Term

Due to the long term nature of SEO services, with results not showing up for at least 60-90 days from the time work has been done, and longer for new domains and websites, this agreement is for the terms listed below:

Monthly Clients- An initial term of four months after the first round of SEO is done. After the first four month period this agreement automatically renews on the first of every month unless 30 days notice is given by either party. Such notification must be given at least thirty (30) days prior to the expiration of the active term. Such renewals shall be on the terms and conditions agreed upon by both parties as set forth in this Agreement. Other provisions of this agreement, with regard to other services provided as well as intellectual property, copyrights, indemnification and the General provisions herein shall survive the expiration or termination of all or part of this Agreement and shall remain in full force and effect.

Quarterly Clients- After the first three-month period this agreement automatically renews on the first of every third month thereafter unless 30 days' notice is given by either party. Such notification must be given at least thirty (30) days prior to the expiration of the active term. Such renewals shall be on the terms and conditions agreed upon by both parties as set forth in this Agreement. Other provisions of this agreement, with regard to other services provided as well as intellectual property, copyrights, indemnification and the General provisions herein shall survive the expiration or termination of all or part of this Agreement and shall remain in full force and effect.

Intellectual Property and Copyright

The CLIENT authorizes OPTIMA's use of all client logos, trademarks, Web site images, etc., for use in creating and using web resources including, but not limited to, web pages, directory listings and social media accounts; and any other uses as deemed necessary by OPTIMA, and agreed to by the CLIENT, for search engine marketing and optimization.

The CLIENT warrants that it is legally entitled to use, and saves OPTIMA harmless regarding, all materials provided to OPTIMA by the CLIENT during the course of this agreement.

Indemnification

CLIENT shall indemnify and save harmless OPTIMA and OPTIMA 's directors, officers, employees, agents and assigns from and against all claims, actions, obligations, liabilities, damages, losses and judgments, including any incidental costs and expenses, arising out of or attributed, directly or indirectly, to the actions agreed to by the CLIENT in this agreement.



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OPTIMA shall indemnify and save harmless CLIENT and CLIENT 's directors, officers, employees, agents and assigns from and against all claims, actions, obligations, liabilities, damages, losses and judgments, including any incidental costs and expenses, arising out of or attributed, directly or indirectly, to the actions agreed to by the OPTIMA in this agreement.

The CLIENT acknowledges that OPTIMA is a specialist and does not profess expertise in the CLIENTs area of business. The CLIENT is responsible for, and holds OPTIMA blameless for, the content, trademarks and other aspects of the website that are related to the CLIENT's business, industry, and competitors.

Access

CLIENT shall provide any and all access to their current website server, and domain registration (if applicable) within 7 days of the signing of this agreement.

General

OPTIMA and CLIENT are and shall be independent contractors and OPTIMA is not and shall not be the agent or legal representative of CLIENT for any purpose whatsoever. Neither Party is granted any right or authority to assume or to create any obligation or responsibility, express or implied on behalf of or in the name of the other Party or to bind the other Party in any manner whatsoever.

No covenant or condition of this Agreement may be waived except by the written consent of the waiving Party, and forbearance or indulgence by the waiving Party in any regard whatever shall not constitute a waiver of the covenant or condition to be performed by the other Party and until complete performance by the other Party of the covenant or condition, the waiving Party shall be entitled to invoke any remedy available under this Agreement or at law, despite the forbearance or indulgence.

If any part of this Agreement is found to be invalid by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and shall not affect the validity of the remainder, which remainder shall remain in full force. Such severance shall have effect only in the geographic area within which such court has jurisdiction.

Any notice delivered by mail shall be deemed given when received. The date of receipt of any notice by facsimile shall be the date upon which the transmitter of the facsimile receives confirmation of the facsimile transmission.

This Agreement constitutes the entire agreement between the Parties in respect of its subject matter and supersedes all prior and contemporaneous agreements, understandings and discussions, whether oral or written, between the Parties. There are no warranties, representations or other agreements between the Parties in connection with its subject matter except as specifically set forth in this Agreement. No change or modification of this Agreement shall be valid unless it is in writing and signed by each Party hereto. This Agreement is binding on all successors, permitted assigns, heirs, executors and administrators of the Parties hereto.



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Ongoing SEO Services

Achieving and maintaining a high position in an internet search requires on-going support, analysis and fine-tuning of the site.

The CLIENT agrees that no work shall be done by CLIENT or its assignees on the website during the optimization processes without OPTIMA's knowledge and previous consent. OPTIMA shall not be responsible for delays, costs, or errors attributable to unauthorized changes to the website during the term of this contract. CLIENT understands that such changes made to the site can negatively affect search rankings.

Optima will...

1. Establish Google Analytics reporting capability if Client's site does not have this already
2. Provide brief, periodic ranking reports and an analysis of your Google Analytics.
3. On an agreed upon basis (either monthly, quarterly, bi-annually, annually) Optima will focus on specific areas that Optima believes will provide the most value to Client. The areas Optima will be working on will usually include the most appropriate items chosen from the following list:

Links

Review existing backlinks

Contact current backlinks, suggest improvement

Contact vendors, partners, related organizations and suggest link building

Contact customers, ask for links and testimonials

Execute local link building - i.e. host charity event, send local press releases

Execute a link-bait strategy - contest/giveaway, "Top X..." post, "How to..." post, etc.

Seek links from .edu and .gov sites

Contact related blogs - offer a guest post

Contact related blogs - offer link exchange

Comment on related blogs

Search competitors' sites for backlinks - identify linking potential

Identify and recommend social media opportunities

Submit optimized press release to PRWeb, others

Site Structure

Optimize Page Names (in URL)

Optimize other file names

Review/Enhance Semantic Markup (Tables vs CSS)

Analyze mobile friendliness



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Review/enhance internal Linking Structure
Cross-link more internal pages
Review graphic design, suggest improvements (is design still appealing?)
Review Landing Pages - Suggest/Implement LPO concepts
Scan for malware

Usability/Accessibility

Review/improve call to action
Optimize site load speed
Perform eye-tracking study, make suggestions based on findings
Check design for colorblind visibility
Identify new potential landing pages, then optimize

Keywords

Optimize Tags (Keywords, description, canonical)
Review/Optimize Title Tags
Review/Optimize Alt Tags (especially if nav menu is images)
Keyword Density Check - Before/After
Identify long-tail keyword targets
Search web for duplicate/stolen content
Find SERP Ranks for all relevant keyword searches
Research Important Keywords to competitors
Review site holistically - consider overall content freshness
Add new content pages or blog posts

Analytics

Review goals, conversion rates, points of failure
Add new site goals
Identify pages with high exit rates - fix them
Identify pages with high bounce rates - fix them
Identify top-performing pages, find out why they work
Review traffic referral sources - how can they be improved?

Other

Create/Update XML Sitemaps
Brainstorm Possible microsites
Create new microsites
Video SEO
Urge client to refer new business to Optima. Stipend available for referrals.



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Because of the dynamic nature of SEO, this list can change regularly. Things will be added to or deleted from this list as Optima's research dictates.

SEO Disclaimer-

Search engine results are solely under the control of the search engines themselves (i.e. Google, Yahoo, Bing, etc.). Each operates through the use of complicated algorithms that evaluate pages on the web against keyword searches performed by users. Search engines make some of their criteria public on how to enhance a website's indexing and rankings, but most of their criteria are not available, which makes SEO an inexact science. Without notice, algorithms can, and have been known to, change dramatically- this can suddenly adversely affect a website's rankings.

Therefore, it is simply not possible for *ANY* business to promise or guarantee top or first page rankings for any website or webpage. However, OPTIMA has accumulated a tremendous amount of data, testing, experience and growing positive results to help its clients work toward increasing their chances that a website will perform and gain high search engine placement on the major search engines.

SEO is an ongoing process of applying certain techniques to a website that increases that site's chances of being ranked for specific keywords. OPTIMA does not, and cannot tell search engines where to rank a website. OPTIMA will follow best practices through its experience that it believes will out-perform your competitors (who are optimizing, too) and put your website as high as possible on the major search engines for your targeted keyword phrases.

OPTIMA cannot legally or ethically make guarantees or promises, other than the fact that its work, process, past experience and proven system can give your website highly enhanced chances to rank well on the Major Search Engine Results pages for specific targeted keyword phrases. In addition, updates and changes to existing websites won't likely have any impact on rankings for at least 60-90 days. New websites on new domains will likely take months to show any ranking results at all. Patience is a virtue during this period of time.